

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRAIGSLIST, INC., a Delaware corporation,
Plaintiff,
v.
3TAPS, INC., et al.,
Defendants.

CASE NO. CV12-03816 CRB

**FINAL JUDGMENT AND
PERMANENT INJUNCTION
AGAINST PADMAPPER, INC.**

AND RELATED COUNTERCLAIMS

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to stipulation of Plaintiff craigslist, Inc. (“craigslist”) and PadMapper, Inc. (“PadMapper”), that:

I. Final Judgment

Judgment is entered in favor of craigslist against PadMapper.

II. Injunction

PadMapper and its current and future officers, agents, servants, employees, and other persons who are in active concert or participation with it or individuals within its control (collectively, the “Prohibited Parties”), are ordered and enjoined as follows:

A. Effective immediately upon the entry of this Order, the Prohibited Parties shall not display, frame, include, or post on any website owned or controlled by the

Prohibited Parties, including but not limited to *padmapper.com* (the “PadMapper Websites”), any new “craigslist Content” (defined below) that was not displayed, framed, included, or posted on the PadMapper Websites prior to the entry of this Order.

B. Within fourteen (14) days of the entry of this Order, the Prohibited Parties will forever cease access to and/or any use of, including but not limited to reproducing, transmitting, displaying, framing, including, disseminating, publishing, distributing, or giving away (“Access and Use”), any content, including but not limited to user-generated postings, advertisements, information, data, images, messages, or emails, that has been submitted to, posted on, or transmitted via any craigslist website, service, or computer server, including, but not limited to *craigslist.org* (“craigslist Content”). For the avoidance of doubt, this prohibition includes, but is not limited to, craigslist Content that a third party, including without limitation a third party located outside U.S. jurisdiction, has obtained from (i) any craigslist website, service, or computer server, or (ii) any other party, or series of parties, that itself or themselves obtained craigslist Content from any craigslist website, service or computer server.

C. The prohibition on Access and Use of craigslist Content includes: 1) direct Access and Use by the Prohibited Parties; and 2) indirect Access and Use via a third party, intermediary, or proxy, including but not limited to any search engine or participant in crowd sourcing of craigslist Content. The prohibition covers all Access and Use by the Prohibited Parties and provides no exceptions, including but not limited to a claim of fair use or implied license.

D. The Prohibited Parties are also permanently prohibited from:

(1) directly or indirectly downloading, harvesting, obtaining, or copying craigslist Content by any means whatsoever, including but not limited to

1 robots, spiders, scrapers, or crawlers;

2 (2) directly or indirectly displaying, framing, including, disseminating,
3 publishing, distributing, selling, giving away, or otherwise presenting or
4 making available to any person or entity, or facilitating same, any
5 craigslist Content;

6 (3) representing, on their websites, in their mobile apps, or otherwise, that
7 they are in any way affiliated with craigslist, or that any of their products
8 or services contain or include any craigslist Content;

9 (4) directly or indirectly circumventing technological measures that control
10 access to any craigslist website or any portions thereof, including but not
11 limited to, measures that: monitor and/or block activity associated with
12 particular IP addresses or provide a set of instructions to any automated
13 technologies visiting the craigslist website that prohibit automated
14 programs (e.g., a robots.txt file), whether through use of multiple IP
15 addresses or any other means;

16 (5) directly or indirectly infringing any of craigslist's copyrighted materials;

17 (6) sending or transmitting, or paying, directing, aiding, or conspiring with
18 others to send or transmit (i) any commercial electronic mail or electronic
19 communication to any craigslist email address, user, member or poster,
20 bearing any false, fraudulent, anonymous, inactive, deceptive, or invalid
21 return information, or otherwise using any other artifice, scheme or
22 method of transmission that would prevent the automatic return of
23 undeliverable electronic mail to its original and true point of origin or that
24 would cause the email return address to be that of anyone other than the
25 actual sender or by any other means in violation of the CAN-SPAM Act,
26 15 U.S.C. § 7701, et seq. or (ii) any commercial electronic mail message
27 to email addresses known to have been acquired or harvested from any
28

1 craigslist website;

- 2 (7) engaging in the purchase, acquisition, collection, harvest, sale, transfer,
 3 transmission, distribution, trade, or display of craigslist users' postings,
 4 names, locations, addresses, email addresses, phone numbers, contact
 5 information, screen names or other user information, taken from any
 6 craigslist website, service, or computer server, including, but not limited to
 7 *craigslist.org*, or lists thereof; and
- 8 (8) directly or indirectly using, other than fair use, any craigslist trademark or
 9 trade dress, or applying for, or registering any mark, trade name, trade
 10 dress, company name, domain name, website username, or url that
 11 contains any craigslist trademark or misspelling of any craigslist
 12 trademark, or that is confusingly similar to any craigslist trademark; and
 13 from using or acquiring any Twitter handle, email address, avatar, domain
 14 name, social media user name, or other asset of any kind that contains or
 15 suggests the words "craig," "craigslist," or anything similar.

16 E. The Prohibited Parties shall make their best efforts to permanently delete or
 17 destroy any craigslist Content, regardless of whether obtained directly or
 18 indirectly, whether stored in electronic form or otherwise, in their possession,
 19 custody, or control within sixty (60) days of the entry of this Order. In any event,
 20 such deletion and destruction shall be completed within ninety (90) days of the
 21 entry of this Order. craigslist may, at its sole expense, retain a third party digital
 22 forensics firm ("Forensics Firm") to certify to the destruction of the craigslist
 23 Content from PadMapper's computer systems and files. The Forensics Firm
 24 shall enter into a confidentiality agreement reasonably acceptable to PadMapper,
 25 requiring the Forensics Firm to keep all information generated from an audit
 26 strictly confidential, except facts solely related to PadMapper's obligation to
 27 delete or destroy under this paragraph E. PadMapper will provide the Forensics
 28

Firm with all necessary access for such a certification between 90 and 100 days after the entry of this Order.

F. Notwithstanding the foregoing, any individuals who are Prohibited Parties are permitted to make limited personal, non-commercial use of the craigslist website, in full compliance with the craigslist Terms of Use in effect at that time, for the purchase and sale of goods and services. This use is limited as follows:

- (i) no more than ten (10) postings per month per individual; and
- (ii) no more than twenty (20) visits to the website per month per individual, with each visit not to exceed one (1) hour.

G. To the extent craigslist has reason to believe that any of the Prohibited Parties have violated any provision herein, craigslist will provide such Prohibited Parties notice and fifteen (15) days to cure before seeking to enforce this Injunction.

III. Monitoring Compliance

It is further ORDERED that the Prohibited Parties shall:

- A. Take reasonable steps sufficient to monitor and ensure that all persons within their control or employment (whether as independent contractors, employees, agents, partners or in some other capacity) comply with this Order, including but not limited to providing a copy of this Order to any person within their control or employment and requesting that such person adhere to its terms; and
- B. Take all reasonable corrective action with respect to any individual within their control or employment whom any Prohibited Party determines is not in compliance with the terms of this Order, which may include training, disciplining, and/or terminating such individual, and notifying craigslist promptly in writing of the underlying conduct.

IV. Dismissal of PadMapper's Counterclaims With Prejudice

PadMapper's counterclaims are dismissed with prejudice.

1 **V. Retention of Jurisdiction**

2 It is further ORDERED that this Court shall retain jurisdiction of this matter in law and
3 equity for purposes of enforcing and/or adjudicating claims of violations of this Order or of
4 disputes arising in connection with the Settlement Agreement entered by the parties hereto. Any
5 such matters shall be raised by noticed motion. The Court finds that the above-referenced
6 stipulation of the Parties includes a waiver of the right to appeal the entry of this Order and a
7 waiver of the right to contest the validity of any clause, term, or provision herein in any
8 subsequent proceeding, and enters the Order on that basis; provided, however, that if for any
9 reason any clause, term, or provision herein is deemed unlawful or invalid, the remaining
10 clauses, terms and provisions shall remain in full force and effect.

11 IT IS SO ORDERED.

12 Dated: June 30, 2015



13 Honorable Charles R. Breyer